



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



October 11, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO DONATE COUNTY SURPLUS PROPERTY TO
THE NEW ORLEANS POLICE DEPARTMENT
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the donation of 25 law enforcement vehicles to the New Orleans Police Department to assist in the emergency efforts in the wake of the devastation caused by Hurricane Katrina.
2. Find that this donation of surplus property will benefit the general interest and welfare of the citizens of Los Angeles County and New Orleans, Louisiana.
3. Authorize the Sheriff to execute the Donation of Surplus Property Agreement (Attachment I).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Los Angeles County Sheriff's Department has received a request to assist the New Orleans Police Department by donating 25 law enforcement vehicles, as part of a nationwide emergency relief effort. One of the many devastating effects of Hurricane Katrina was the demolition of 70 percent of their emergency vehicle fleet. These surplus vehicles will assist their officers in continuing their law enforcement duties and help facilitate civility in Louisiana.

A Tradition of Service

Members of the Sheriff's Department, as well as other Los Angeles County residents, have traveled to Louisiana in order to assist in the relief efforts. This donation will assist fellow law enforcement officers to continue to protect and serve their citizens.

Implementation of Strategic Plan

The donation of surplus vehicles to the New Orleans Police Department supports the County of Los Angeles' Strategic Plan. The Department will be able to continue to realize Goal 1 - Service Excellence. This donation will assist fellow law enforcement officers, in a desperate time of need, to continue to protect their citizens and those Los Angeles County residents who are volunteering their time in Louisiana.

FISCAL IMPACT/FINANCING

There will be no fiscal impact on the County budget. The vehicles to be donated to the New Orleans Police Department are at or near the end of their service life with the Sheriff's Department.

No financing is involved. The New Orleans Police Department will assume all responsibility for the retrieval of vehicles, as well as the removal of any County emblem. The New Orleans Police Department will also assume the costs associated with the transportation of the donated vehicles to Louisiana.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In approving this donation, your Board must find that this donation benefits the interests and welfare of the County. The gift must serve the general interests and welfare of the citizens of the County as a whole (Government Code Sections 25365; 25504.) This gift serves this purpose, as residents of Los Angeles County have been volunteering their time in Louisiana and have family members and friends that have been directly affected by Hurricane Katrina's destruction.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action would have no impact on current services.

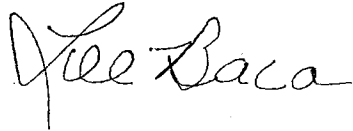
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CONCLUSION

This is an opportunity for the County of Los Angeles to assist the New Orleans Police Department and the residents of Louisiana in a time of devastation.

Upon your Board's approval, please send an adopted copy of this letter to the Sheriff's Department's Administrative Services Division, 4700 Ramona Boulevard, Room 330, Monterey Park, California 91754.

Sincerely,

A handwritten signature in cursive script that reads "Leroy D. Baca". The signature is written in dark ink and is positioned above the printed name and title.

LEROY D. BACA
SHERIFF

COUNTY OF LOS ANGELES
DONATION OF SURPLUS PROPERTY AGREEMENT

The County of Los Angeles, hereinafter referred to as County, enters into an agreement with _____, a non-profit agency and/or public agency located in the State of Louisiana, hereinafter referred to as Donee, on this _____ day of _____, for the donation of County Surplus property listed on Exhibit A.

Terms and Conditions of Donation

Donee certifies that:

It is a public agency exempt from taxation under Section 501 of the Internal Revenue Code of 1954.

Donee agrees that:

1. The surplus property donated by the County of Los Angeles to the Donee will be used to provide services for the welfare, education, safety or health of the residents of State of Louisiana, with benefits redounding to the citizens of the County of Los Angeles. The donated property is not being acquired for any use or purpose.
2. Upon acceptance of the donated property, said property becomes the sole property of the Donee.
3. Donee will pick up donated property within five business days of being contacted by the County as or otherwise agreed upon by County and Donee.
4. The donated property will be picked up and moved by employees or representatives of the Donee.
5. On the day donated property is picked up, County will prepare an inventory of property picked up and attach inventory to Donee's receipt for the property.
6. The property acquired by the Donee is on an "as is", "where is" basis, without guarantee, and/or warranty of any kind.
7. Donee shall remove all identification and markings identifying the Los Angeles County Sheriff's Department and/or the County of Los Angeles.

Indemnification/Insurance

1. Indemnification: Donee agrees to indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees and agents (County) from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to Donee's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Donee's property). Donee shall not be obligated to indemnify for liability and expense arising from the active negligence of the County.
2. Insurance: Without limiting Donee's indemnification of the County and during the term of this Agreement, Donee shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to

the County and primary to and not contributing with any other insurance maintained by the County. Certificate(s) or other evidence of coverage shall be delivered to: the Los Angeles County Sheriff's Department Central Supply and Logistics, 14205 E. Telegraph Road, Whittier, California 90604, prior to picking up donated property under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by Donee to procure and maintain the required insurance shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall include:

1. General Liability insurance written on a commercial general liability form or on comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$300,000 per occurrence.
2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$300,000 per occurrence.

County agrees:

That upon pick-up of the property, the Donee becomes the sole owner of the property and County has no further claim and/or liability for said donated property.

It is agreed by both parties that:

1. This is a strictly voluntary program and that either party may terminate the Letter of Agreement by submitting written notice to the other party. Termination will be effective immediately upon receipt of the written notice.
2. The terms and conditions may be adjusted by both parties upon mutual written agreement.

The person executing this Agreement on behalf of Donee and the Donee affirm that the person executing the Agreement is legally authorized by the Donee to execute the Agreement and to bind the Donee to each of the terms herein.

Donee

County of Los Angeles

Signed by

Date

Sheriff or Designee

Date

Veh #	Fleet Code	VIN	Miles	Plate
SD1510	AG98CIFN 98 FORD CI	2FAFP71W9WX128948	85354	E052629
SD1576	AG98CIFN 98 FORD CI	2FAFP71W8WX133560	76502	1007825
SD1606	AG98CIFN 98 FORD CI	2FAFP71W6WX133590	76334	1007804
SD1718	AG98CIFN 98 FORD CI	2FAFP71W2WX133702	73836	1009357
SD1764	AG98CIFN 98 FORD CI	2FAFP71W3WX165669	76565	1010544
SD2187	AG99CIFN 99 FORD CI	2FAFP71W0XX173522	73550	1040103
SD2280	AG99CIFN 99 FORD CI	2FAFP71W6XX173573	80340	1040181
SD2294	AG99CIFN 99 FORD CI	2FAFP71WXXX173513	84328	1040258
SD2310	AG99CIFN 99 FORD CI	2FAFP71W2XX173571	78476	1040204
SD2361	AG99CIFN 99 FORD CI	2FAFP71W9XX218716	77039	1040299
SD2377	AG99CIFN 99 FORD CI	2FAFP71W3XX173417	84636	1040011
SD2391	AG99CIFN 99 FORD CI	2FAFP71W2XX173442	75659	1040035
SD2396	AG99CIFN 99 FORD CI	2FAFP71WXXX173446	75421	1040049
SD2398	AG99CIFN 99 FORD CI	2FAFP71WXXX173477	79913	1040024
SD2538	AG00CIFN B/W 2000 F	2FAFP71W4YX133882	83620	1051612
SD2738	AG00CIFN B/W 2000 F	2FAFP71W4YX143117	76553	1071203
SD2763	AG00CIFN B/W 2000 F	2FAFP71W4YX143134	75223	1071184
SD2874	AG00CIFN B/W 2000 F	2FAFP71W4YX143277	78541	1071461
SD2912	AG00CIFN B/W 2000 F	2FAFP71W3YX143304	69215	1077257
SD2921	AG00CIFN B/W 2000 F	2FAFP71W4YX143313	75699	1077127
SD2924	AG00CIFN B/W 2000 F	2FAFP71W7YX143340	73311	1077278
SD3291	AG01CIFN 2001 FORD	2FAFP71W21X191009	82142	1111106
SD3300	AG01CIFN 2001 FORD	2FAFP71W51X190811	75454	1111104
SD3301	AG01CIFN 2001 FORD	2FAFP71W71X190812	82768	1111119
SD3313	AG01CIFN 2001 FORD	2FAFP71W81X193556	82728	1111136